MAYOR'S SIGNATURE PAGE

Resolution A-_____

The foregoing quote for three year maintenance renewal is hereby accepted by the City of Lincoln.

_____
Chris Beutler, Mayor of Lincoln

THREE YEAR 1-2

NUMARA
software

2202 North West Shore Blvd., Suite 650
Tampa, FL 33607
Toll Free: 1-800-479-2750
Fax: 813-227-4501
Fed.Tax ID: 06-1615661
NumaraSoftware.com

Date	2/15/2010
QUOTE VALID THROUGH	3/17/2010
Sales Representative	Boyd, Anthony
Phone Number	813.227.4574
Email Address	anthony.boyd@numarasoftware.com
Territory	

Quote Number:
Instance Id:
Tax Exempt? Yes

Licenses
v9: Yes
v8: No
v7: No
v6: No

BILL TO City of Lincoln Information Services		Contact Ken Kuszak
Address1 233 S 10th St Ste 200		Title
Address2		Phone (402) 441-7076
City Lincoln		Fax
State NE		Email kkuszak@lincoln.ne.gov
Zip 68508-2250		Country USA

SHIP TO City of Lincoln Information Services		Contact Ken Kuszak
Address1 233 S 10th St Ste 200		Title
Address2		Phone (402) 441-7076
City Lincoln		Fax
State NE		Email kkuszak@lincoln.ne.gov
Zip 68508-2250		Country US

PLEASE NOTE: Your software, or license file, will be delivered electronically. Without a valid email address, your order will be delayed.

Email address for Electronic Software Distribution:

Qty	Item Number	Description	UOM	Lic.Type	List Price	Tier Price	Ext Price	Total
1	RENEWTIPS-L503	Track-It! Premium Care 3Yr <50k LicValRenewal		3/22/2010 to 3/21/2013	$ 24,066.81	$ 24,066.81	$ 24,066.81

ORDER NOW!			List Price	$ 24,066.81
Customer Acceptance Signature Approval:			Tier Price	$ 24,066.81
PO or CC No:			Tier Savings	
CC Exp. Date	Select MM/YY >>>			

Customer Number: C1002169

Your Price: $ 24,066.81

Additional Notes: For Tax Exempt Organizations, please fax a copy of your tax exemption to 813-227-4501

NUMARA
software

2202 North West Shore Blvd., Suite 650
Tampa, FL 33607
Toll Free: 1-800-479-2750
Fax: 813-227-4501
Fed.Tax ID: 06-1615661
NumaraSoftware.com

Quote Tool Version: 2010.2.5.15.48

Date	2/15/2010
QUOTE VALID THROUGH:	3/17/2010
Sales Representative	Boyd, Anthony
Phone Number	813.227.4574
Email Address	anthony.boyd@numarasoftware.com
Territory	

Quote Number:	NU-0215-5637ZU
Instance Id:	64004
Tax Exempt?	Yes

Licenses
v9:	Yes
v8:	No
v7:	No
v6:	No

(Please Refer to Standard Terms and Conditions on Next Page)

Quote Number/Instance Id: NU-0215-5637ZU / 64004 was submitted to the Quote Queue on 2/15/2010 4:40:29 PM

Standard Terms: This Sales is Made FOB Point Of Origin - Net 30 Days From Invoice Date (unless otherwise specified)
Please Include The Quotation No. When Submitting A Purchase Order

Numara® Software, Inc.: Numara® Track-It! user licenses are required for administrator(s), technician(s) and/or support personnel who directly use the Numara® Track-It! interface. Numara® Track-It! software licenses are considered to be "Named" (not concurrent) unless otherwise specified, requiring each user to be assigned a licensed seat to use Numara® Track-It!. If you have any questions, please call Numara® Software, Inc. at 813-227-4500. Customer acknowledges and agrees that all sales of Numara® Software, Inc. products and services are made pursuant solely to the terms and conditions within this quotation and in Numara® Software, Inc.'s End User License Agreement and Software Licensing Terms. A copy of Numara® Software, Inc.'s End User License Agreement and Software Licensing Terms will be made available upon request. Numara® Software, Inc. agrees to honor the pricing included in this document until the "Quote Valid Through" or "Order" date listed above has expired.

Professional Services: Numara® Software, Inc. onsite consulting services pricing includes all related travel expenses for services engagements delivered within the contiguous 48 United States. For onsite consulting services engagements delivered outside of the contiguous 48 United States, all travel related expenses incurred will be billed separately to the customer and payable to Numara® Software, Inc.

Numara® Services deliverable of Custom Software (i.e., compiled code, stored procedures, database triggers, scripts, etc.) provides additional capabilities beyond Numara® Track-It! Custom software works with Track-It! that uses a Microsoft SQL Server (not MSDE, Personal Edition or Express Edition) database. Numara® Services custom software is provided "as is" and is warranted for 30 days from delivery. Custom software is not covered under your Numara® Services Maintenance & Support Agreement. Future Track-It! maintenance and product releases may render the custom software inoperable and require additional customer expense to update the Numara® Services customized software. Changes made to the custom software by customer are the responsibility of the customer. Numara® Software retains ownership of the custom software and liability is limited to the contracted cost of the Numara™ Services rendered. Numara® Software retains the right to change this agreement without notice. The current version is found at http://www.numarasoftware.com/services.asp.

Equal Opportunity (USA Only): Numara® Software, Inc., formerly Intuit Information Technology Solutions, is committed to the provisions outlined in the Equal Opportunity Clauses of executive order 11246, (60-1.4), section 508 of the Rehabilitation Act of 1973, (60-741.5), and, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (60-250.5), as well as any other regulations pertaining to these orders.

Detail Line Items for Combined Subtotaled Line Items

Qty	Item Number	Description	UOM		Lic.Type	List Price	Tier Price	Ext. Price	Total
1	RENEWTIPS-L503	Track-It! Premium Care 3Yr <50k LicValRenewal	EACH	03/21/2013	18%	$ 24,066.81		$ 24,066.81	$ 24,066.81

Numara Services
Maintenance and Support
Terms and Conditions
January 2010

Contents

These Numara® Software, Inc. ("Numara Software") Software Maintenance Terms and Conditions govern Numara Software's provision of software maintenance and technical support services (together, the "Software Maintenance Services") in the United States and Canada pursuant to any applicable software support plan (the "Plan") purchased by its customers ("Plan Members" or "you"). The current versions of the Plans are described in the applicable version of the Numara Software Guide to Software Maintenance Services (the "Guide to Software Maintenance Services"), available on Numara Software's website, which Numara Software may change from time to time without notice. By ordering and using Software Maintenance Services, you represent that you have read, fully understand and agree to the current version of the Guide to Software Maintenance Services.

By purchasing a Plan for the software from Numara Software (the "Software"), you agree to be bound by the following terms and conditions. Your agreement is a material inducement for Numara Software to agree to provide Software Maintenance Services hereunder and it would not do so absent such agreement. Numara Software will provide to you the Software Maintenance Services for the Plan purchased by you during the specified period, subject to these Terms and Conditions, and your timely payment of applicable maintenance and support fees.

General Support Policies

<u>Technical Support Services.</u> Plan Members under a currently paid technical support Plan are entitled to access Numara Software Technical Support resources. In such cases, Numara Software will use commercially reasonable efforts to assist you to cause the Software to perform in all material respects in accordance with the applicable documentation for the Software.

<u>Software Maintenance.</u> Numara Software may also, from time to time, provide software maintenance releases for its software programs (e.g., hot fixes or service packs) and, depending on the support Plan chosen, provide new product releases (e.g., update or version releases). Members on currently paid Plans are, subject to the features of the particular Plan, entitled to receive maintenance releases and/or product releases as Numara Software makes such generally available to other customers pursuant to that Plan. Maintenance releases or product releases do not include new derivations of the Software that Numara Software designates as new software products or new similar products for which Numara Software charges a separate license fee.

You agree to promptly notify Numara Software of any problems or errors with the Software (including a description of such errors) and to answer questions and reasonably assist Numara Software in its efforts to duplicate any such errors or problems. However, Numara Software is under no obligation to provide Software Maintenance Services of any kind to correct any errors that cannot be reproduced or verified by it within a reasonable period of time or for problems in the operation or performance of the Software that are caused by a Customer-Generated Error (defined below). You should not submit any information, documents, files, programs or other data to Numara Software that are confidential or proprietary to any third party, without first obtaining the authorized right to do so and you shall indemnify and hold Numara Software, its successors and assigns harmless from any liability, fees or expense arising from out of Numara Software's access or reasonable use of such information to support you.

As used in these Terms and Conditions, a "Customer-Generated Error" shall mean any problem in the operation or performance of the Software caused by any of the following: (a) non-Numara Software program or hardware products, or use of the Software in conjunction therewith; (b) modifications to the Software made by any party without Numara Software's express written authorization; (c) use of the Software other than as authorized in these Terms and Conditions or as provided in the documentation; (d) use of other than currently supported versions of the Software or any error corrections, updates or upgrades thereto provided by Numara Software; (e) improper installation or implementation of the Software; or (f) modifications to the Software's database structures or contents, or source files including

but not limited to active server pages, html/dhtml, XML, Perl script files, Java script files and VB Script files.

Numara Software reserves the right to limit or terminate Software Maintenance Services to a Plan Member who uses the service in an unreasonable, excessive, abusive or fraudulent manner, as determined by Numara Software in its sole discretion. Terms, conditions, support features, procedures, pricing and support availability for Plans are subject to change at any time without notice. Plan coverage is non-transferable and is valid for the Plan Member only.

For purposes of these Terms and Conditions, an "incident" means an application or technical support request that a Plan Member asks a support representative to analyze or resolve relating to: (a) installation of the Software, (b) product-usage or functionality questions for the Software, (c) upgrade assistance for the Software or (d) connection issues between the Software and supported database software. The technical support representative will determine the number of incidents that will be handled during the course of the telephone or electronic contact.

Software Maintenance Services Plan

Numara Software may choose to offer a variety of Software Maintenance Services Plans. As of January 2010, Numara offers one plan – Premium Care. The specific features and benefits of this Plan are specified in the Guide to Software Maintenance Services. Software Maintenance Services are limited to the term and business hours specified in the applicable Plan.

Response time tracking generally begins after a Plan Member's call has entered the telephone support queue during Numara Software's published support hours. The foregoing shall not be deemed a representation or warranty on Numara Software's behalf regarding the time within which a resolution, if any, may be available for any particular incident. Plan Members must use a published Plan phone number in order to talk to a technical support representative within the published response time.

The Guide to Software Maintenance Services describes Numara Software's current policies with respect to supporting current and past versions of the Software.

Term and Termination

Term. The Software Maintenance Services will commence on the Effective Date and will continue in force for twelve (12) months (the "Initial Term").

Reinstatement after Termination. If you desire to resume Software Maintenance Services that previously expired or terminated, you must first pay (i) all applicable fees for previously unpaid time periods at Numara Software's current rates, determined by Numara Software in its sole discretion, and (ii) any applicable Plan fees for the applicable renewal period.

Termination. Under certain Plans, Plan Members receive Software Maintenance Services for an unlimited number of incidents. If a Plan Member exceeds the reasonable usage of the Plan, as determined by Numara Software in its sole discretion, Numara Software may choose not to renew a Member's Plan after it has expired.

Your failure to make timely payment of any Plan fees during the Initial Term or any Renewal Term, shall terminate Numara Software's obligation to provide the Software Maintenance Services for the applicable support period.

Refund Policy

A Plan Member may cancel a Plan membership during the first 30 days after purchase or renewal and obtain a refund for the current membership period if it has not used any technical support under the Plan during such 30-day period.

Limitation of Liability and Damages

IN NO EVENT SHALL NUMARA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES AND INFORMATION PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Telephone or Communications Charges

Without limiting the generality of the foregoing, Numara Software is not responsible for long-distance telephone charges or other communication charges incurred in connection with your use of the Plan. Plan Member acknowledges that it is solely responsible for any and all such charges.

Disclaimer of Warranties

Software Maintenance Services from Numara Software are provided "as is." Except as otherwise expressly provided herein, Numara Software disclaims all representations and warranties, express and implied, regarding the software maintenance services or any related materials, including fitness for a particular purpose, quality, merchantability, accuracy, and non-infringement. Some states do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. In that event, any implied warranties are limited in duration to thirty (30) days from the first date of service. However, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Privacy Statement

Your use of the Plan is subject to Numara Software's privacy policies, as may be amended from time to time, as set forth in the Numara Software Privacy Statement at http://www.numarasoftware.com/Privacy.aspx. By registering for this Plan, you consent to the use of your personally identifiable information in accordance with such privacy statement, except that the City of Lincoln does not consent to the use of any information from the City for marketing purposes whether such uses are with third parties or by Numara.

Severability

In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the parties agree that such provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

Force Majeure

A party whose performance is prevented, restricted, or interfered with by reason of a Force Majeure condition shall be excused from such performance to the extent of such Force Majeure condition so long as such party provides the other party with prompt written notice describing the Force Majeure condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. Notwithstanding the occurrence of a Force Majeure condition, Customer shall remain liable for the payment of any outstanding fees or for services rendered hereunder by Numara. Customer shall not represent to any person or entity that Numara is responsible for any delay or interruption of the Services provided to Customer resulting from a Force Majeure condition.

Headings

Section and subsection headings are included solely for convenience, are not to be considered a part of this Agreement and are not intended to be full and accurate descriptions of the contents thereof.

Survival

The sections entitled "Limitation of Liability and Damages" and "Miscellaneous Provisions" shall survive the termination of this Agreement.

Miscellaneous Provisions

These Terms and Conditions (including the applicable Guide to Software Maintenance Services, which is incorporated herein by reference) constitute the entire agreement between you and Numara Software with reference to your Software Maintenance Services, and there are no other prior or contemporaneous understandings, promises, representations, or descriptions relating to the subject matter hereof. These Terms and Conditions shall only be modified upon written notice by an authorized officer of Numara. Except as otherwise expressly agreed to by Numara Software, any additional or different terms in your communications, such as in preprinted terms and conditions on purchase orders, are hereby deemed to be material alterations and notice of objection and rejection of them is hereby given. These Terms and Conditions do not limit any rights that Numara Software may have under trade secret, copyright, patent, trademark or other laws.

These Terms and Conditions shall be interpreted in accordance with, and will be governed by the laws of the State of Nebraska (without reference to choice of law principles), and any legal proceeding arising hereunder will occur in Lincoln, Nebraska. The application to these Terms and Conditions of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. In the event of any dispute involving these Terms and Conditions, the parties consent to the exclusive jurisdiction and venue in either the state or federal courts in Nebraska, and each party hereby waives its right to a jury trial in any litigation.

If any provision of these Terms and Conditions is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. No decision, action or inaction by Numara Software shall be construed to be a waiver of any rights or remedies available to it. These Terms and Conditions (and each warranty contained herein) are made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with these Terms and Conditions. These Terms and Conditions and shall be construed as to its fair meaning and not strictly for or against either party.

You may not assign, sublicense, delegate, resell or transfer all or any portion of your rights or responsibilities under these Terms and Conditions, by operation of law or otherwise, without Numara Software's prior written consent. Any attempts to do so shall be void and constitute a material breach of these Terms and Conditions. Numara Software may freely assign, sublicense, delegate or transfer all or any portion of its rights or responsibilities under these Terms and Conditions by operation of law or otherwise. All Terms and Conditions shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
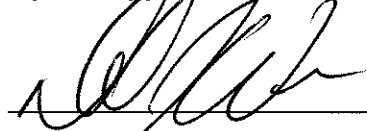
Any notice to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested. The date of receipt shall be deemed the date on which such notice is given. Notice to you will be directed to the contact information set forth in the Order. Notice to Numara Software will be directed to:

Numara Software, Inc.
Attention: Customer Service
2202 N. West Shore Boulevard, Suite 650,
Tampa, FL 33607

Agreed to:

NUMARA SOFTWARE	CITY OF LINCOLN INFORMATION SERVICES
David J. Weiss	Name: _____
President & CEO	Title: _____
_3/10/10_	
Date	Date

If you purchased your license to the Software in the United Kingdom, please direct your questions to: Numara Software Limited, 43-45 Devizes Road, Swindon SN1 4BG, United Kingdom.